

STATE OF IOWA
IOWA DEPARTMENT OF HUMAN SERVICES
AND
UNIVERSITY OF IOWA
HOSPITAL SCHOOL &
HOSPITAL & CLINICS
DEPARTMENT OF PEDIATRICS
AND COLLEGE OF MEDICINE

October 1, 1999

through

June 30, 2000

TN No. MS- 99-36
Supersedes TN No. MS-98-32

Approved MAR 23 2000
Effective OCT 01 1999

**INTERAGENCY AGREEMENT
BETWEEN THE IOWA DEPARTMENT OF HUMAN SERVICES**

**AND THE University of Iowa; University Hospital School, University
Of Iowa Hospitals & Clinics; Department of Pediatrics, College of Medicine, herein known as the
"Contractor"**

THIS AGREEMENT is entered into this 1st day of October 1999, by and between the undersigned
Entities.

WHEREAS, The State Department of Human Services, hereinafter known as DHS, is the single state
agency responsible for administering the Iowa Medical Assistance Program (hereinafter referred to as
Medicaid);

WHEREAS, Section 1902(a)(11)(A) of the Federal Social Security Act mandates cooperative
arrangements between the single state agency and state agencies responsible for administering health
services; and

WHEREAS, the Contractor consists of its employees as well as affiliated agencies
operating under contract or memorandum of understanding.

NOW THEREFORE, DHS and the Contractor enter
into the following agreement:

I. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to ensure more efficient administration of the State Medicaid
Plan. The provision of Medicaid Administration by the Contractor
has been determined to be an effective method of assuring the availability, accessibility,
coordination, and appropriate utilization of required health care resources to Medicaid beneficiaries
residing in the State of Iowa.
- B. DHS recognizes the unique relationship that the Contractor
has with its Medicaid beneficiaries and families. It further recognizes the agency's expertise in
identifying and assessing the health care needs of Medicaid beneficiaries it serves and in planning,
coordinating, and monitoring the delivery of preventive and treatment services to meet their needs.
DHS in order to take advantage of this expertise and relationship, enters into this Agreement with
the Contractor
- C. DHS and the Contractor enter into this Agreement
with full recognition of all other existing agreements which DHS may have developed for services
to Title XIX beneficiaries living in the state of Iowa and which are
currently included in Iowa's State Medicaid Plan.

II. MUTUAL OBJECTIVES

Both parties to this Agreement desire for children ages 0 to 21 years:

- A. To assure that Title XIX beneficiaries and their families served by the Contractor
are informed of the Medicaid program and how to access it.

State Plan # 49-36, Effective Date: OCT 01 1999

Approved: MAR 23 2000

2

- ### III. RESPECTIVE RESPONSIBILITIES

State Plan TN# 99-36 Effective Date OCT 01 1999
Supersedes TN# _____ Approval Date MAR 23 2000

"Substitute per letter dated 3/14/00"

3

- H. Agrees that the Family and Community Health Division of the Iowa Department of Public Health will provide ongoing technical and support services to the Contractor around the responsibilities assumed within the terms of this Agreement.

The Contractor _____ agrees to:

- A. Perform Medicaid administrative activities for children age 0 to 21 years as an agent for DHS to assure the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medicaid beneficiaries and their families (where appropriate) in the State of Iowa.

These activities will facilitate access to medical care for Medicaid recipients when outreach is not already provided under Medicaid. There will be no claiming for a service that is covered under Medicaid and the coordination shall not be construed as targeted case management or other Medicaid Case Management. A description of administrative activities is included in Exhibit A.

These activities include:

01. Outreach / Facilitating Medicaid Eligibility Determination and Enrollment (claimable)
02. Case Finding (claimable)
03. Skilled Medical Professional Assessment, Case Planning, and Follow-up (claimable)
04. Assisting Clients to Access Services (claimable)
05. Skilled Medical Professional Consultation/Anticipatory Guidance (claimable)
06. Skilled Medical Professional In-Service Training (claimable)
07. Program Planning and Development (claimable)
08. General Administration (claimable)
09. Direct Client Care (not claimable)
10. Research and Demonstration (not claimable)
11. Providing Pre-Service Training Activities (not claimable)
12. Receiving Staff Development (not claimable)
13. Other Activities (not claimable)

- B. Account for the activities of staff providing Medicaid administration in accordance with the provisions of OMB Circular A 87 and 45 CFR Part 74 and 95.

- C. Certify the non-federal match for Title XIX funds claimed for Medicaid administrative activities.

- D. Assure DHS that a written cost allocation plan is in place.

- E. Ensure that the appropriate documentation for expenditures and audit trail exist by retaining all appropriate records and documents for three years after the claim revision; or if an audit is in process, three years after the completion of the audit.

State Plan TN# 99-36 Effective Date OCT 01 1999
Supersedes TN# _____ Approval Date MAR 23 2000

- F. Return to DHS any federal funds which are deferred and/or ultimately disallowed on claims for Medicaid administration submitted to HCFA by DHS on behalf of the Contractor. The Contractor shall be liable for the full amount of any claim disallowed and related penalties incurred in the event of a federal audit.
- G. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the state Medicaid Plan to issue policies, rules and regulations on program matters.
- H. Submit claims to DHS on a quarterly basis. Claims will be submitted within 30 days following the end of a quarter. Any bill will have to show a breakdown of skilled medical professional and a non-skilled medical professional.
- I. Reinvest revenue generated from Medicaid administrative activities performed on behalf of Medicaid beneficiaries into related health services for children. Submit an annual report documenting the use of the new revenue.
- J. Meet and consult with DHS on a regular basis around issues related to the implementation and maintenance of this Agreement.
- K. Agrees through Memorandum of Agreement to meet and consult with the Family and Community Health Division of the Iowa Department of Public Health on a regular basis around issues related to the implementation and maintenance of this Agreement.

IV. PROGRAM DESCRIPTION

Medicaid administration activities provide for the efficient operation of the State Medicaid Plan. These activities aid the potentially eligible Medicaid beneficiary age 0 to 21 years to gain eligibility, access screening services such as EPSDT, to receive follow-up on referrals made to additional medical providers, to establish a medical home, to develop and coordinate a treatment plan, to follow through on the treatment plan, and to assist the individual's caretakers in becoming able to meet the client's needs in such a way that a more optimal health condition is achieved. Medicaid administration is committed to the most cost effective, community-based and least restrictive method of treatment for eligible individuals and will maintain this as a priority.

V. JOINT RESPONSIBILITIES

DHS and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information, for clients served under the terms of this Agreement.

VI. TERM OF CONTRACT

- A. The term of this Agreement shall be from 10/1/99 through 6/30/00.
- B. This Agreement may be amended at any time by mutual written agreement of the two parties to this Agreement after giving ten (10) days prior notice in writing provided that reimbursement shall be made for the period when the Agreement is in full force and effect. This agreement is subject to the availability of federal funds authorized for the purpose of the contract.
- C. This agreement may be terminated without cause by either party upon thirty days notice. DHS can give ten days notice in the event of fraud or abuse.

State Plan TN# 99-36 Effective Date OCT 01 1999

Supersedes TN# _____ Approval Date MAR 23 2000

VII. FISCAL PROVISIONS

- D. Transfer of funds is contingent upon the availability of Federal Financial Participation.
- E. Documentation of unused funds from reimbursement shall be submitted annually to DHS.

VIII. RESTRICTIONS ON USE OF FUNDS

- State Plan TN# 99-36 Effective Date OCT 01 1999
Supersedes TN# _____ Approval Date MAR 23 2000

IX. CONTACT PERSON

- A. The contact persons for this agreement will be Sally Nadolsky of the Bureau of Health Care Purchasing and Quality Management of the Iowa Department of Human Services and,

Mark Moser or Doris Montag of University of Iowa Health Care.

X. EMPLOYMENT PRACTICES

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or mental or physical disability. The Contractor must take affirmative action to ensure applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, or physical or mental disability. Such action shall include, but is not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.
- B. The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability except where it relates to a bona fide occupational qualification.
- C. The Contractor must comply with all provisions of Executive Order #11246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
- D. In the event of the Contractor's non-compliance with the EEO clause of the agreement or with any such rules, regulations or orders, the agreement may be terminated or suspended, the contractor may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations or other orders of the Secretary of Labor. The contractor must comply with all applicable conditions of Title 29 U.S. Code, Section 794 (Rehabilitation Act of 1973).
- E. Civil Rights Laws - The Contractor, with four or more employees shall be in compliance with all federal and state civil rights laws and regulations with respect to equal employment opportunity.
- F. Title VI compliance - The Contractor with 15 or more employees shall be in compliance with Title VI of the 1964 Civil Rights Act as amended and all other federal, state, and local laws and regulations regarding the provision of services.
- G. Section 504 compliance - The Contractor with 15 or more employees shall be in compliance with Section 504 of the Rehabilitation Act of 1973 as amended and with all federal, state, and local Section 504 laws and regulations.
- H. Americans with Disabilities Act compliance - The Contractor shall be in compliance with the Americans with Disabilities Act of 1990, (15 or more employees as of July 26, 1994) and with all federal, state, and local laws and regulations regarding the Americans with Disabilities Act.

State Plan TN# 99-36 Effective Date OCT 01 1999
Amendments TN# ... Approval Date MAR 23 2000

- I. Affirmative Action - The Contractor shall apply affirmative action measures appropriate to correct deficiencies or to overcome the effects of past or present practices, policies, or other barriers to equal employment opportunity.
- J. Equal Opportunity - The Contractor with four or more employees shall exclude no person from the participation in or receipt of programs, activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability. Nor shall the provider discriminate against any person in employment or application for employment on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.
- K. Nondiscrimination - The Contractor shall carry out all activities under the terms of any rehabilitative treatment and supportive services contract in a manner that does not discriminate against any person because of the person's race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.

XI. GENERAL PROVISIONS

- A. This Agreement constitutes the entire contract between the parties. No condition, provision, agreement or understanding not stated in this Agreement shall affect any rights, duties or privileges in connection with this Agreement.
- B. Each party or its designees shall have access to and the right to examine, monitor and audit all records, documents, conditions and activities related to the program funded by this Agreement in accordance with 45 CFR 74 sub-part D to support the claim and provide the Health Care Financing Administration (HCFA) with any necessary data in the event of an audit.
- C. Should any disagreement arise between the State and the Contractor on any provisions of this Agreement, the parties agree that the same shall be the subject of discussions between their two Directors in a good faith effort to achieve resolution.
- D. None of the provisions of this Agreement are or shall be construed as for the benefit of or enforceable by any person not a Party to this Agreement.

Jessie K. Rasmussen, Director
For and on Behalf of the
Iowa Department of Human Services

By: [Signature]

Date: 2-25-00

Brian Harvey
Asst. VP for Research

For and on Behalf of the
UNIVERSITY OF IOWA

By: [Signature]

Date: 2/17/00

Form #588-4579/December, 1993
January 1994,
March 1994,
June 1994,

November 1994
April 1996
June 1999

Replaces contract signed
10/1/99 by UI
10/9/99 by DHS

State Plan TN# 99-36

Supersedes TN# _____

Effective Date _____

Approval Date _____

OCT 01 1999

MAR 23 2000

[Signature]
Michael J. Finnegan
Business Manager

EXHIBIT A

MEDICAID ADMINISTRATIVE ACTIVITIES

Medicaid administration is committed to the least restrictive, most cost effective, community based method of treatment for eligible individuals. The Contractor agrees to use the following codes for use in an administrative claiming time study that supports the Medicaid Program.

01. OUTREACH / FACILITATING MEDICAID ELIGIBILITY DETERMINATION AND ENROLLMENT (claimable)

Activities that communicate the range of services available and their benefits. Activities that assist an individual to become eligible for participation in Medicaid or assist the person to enroll in a health related program.

Activities include the following:

- * Informing individuals, agencies, practitioners, and community groups about specific Medicaid programs;
- * Evaluating the eligibility of an individual 0-21 years of age for a given program through such methods as review of referrals and interviews;
- * Assisting individuals in collecting information needed for eligibility determination and in filling out and processing eligibility forms for Medicaid;
- * Assisting in reviewing and updating forms each time an individual's circumstances change;
- * Informing individuals about confidentiality, grievance procedures, their rights with in the Medicaid program, and any mandated reporting procedures;
- * Assisting an individual or family to understand and identify health problems or conditions and to recognize the value of preventive and remedial care as it relates to these conditions;
- * Providing information to eligible or potentially eligible families about the EPSDT program and it's benefits.

02. CASE FINDING (claimable)

Activities that require skilled medical professional knowledge to identify medically at-risk individuals who may benefit from Medicaid Program participation.

Activities include the following:

- * Using skilled professional knowledge and training to identify high-risk populations whose disease process isolates them from care;
- * Developing and implementing strategies that identify and inform high-risk population groups of programs that will improve or protect their health status.

State Plan TM# 99-36 Effective Date OCT 01 1999
Supersedes TM# _____ Approval Date MAR 23 2000

03. SKILLED MEDICAL PROFESSIONAL ASSESSMENT, CASE PLANNING, AND FOLLOW-UP (claimable)

Activities that require skilled medical professional knowledge to coordinate and maintain a plan of care. The plan is designed to achieve a positive health outcome or stabilize a poor health condition.

Activities include the following:

- * Interpreting results of screenings, assessments, examinations and evaluations which may be needed to make a clinical determination of the nature and extent of the individual's health related condition as well as the kinds of treatment or care needed to improve his/her health outcome;
- * Developing and monitoring plans of treatment and care that are designed to correct or ameliorate health conditions identified in the assessment;
- * Reinforcing medical advice that has been provided to an individual by providing information and follow-up about suspected or identified conditions;
- * Providing follow-up to assess the individual's progress in meeting treatment goals and to assist in making a determination of the need for further treatment;
- * Coordinating the closure of a plan and any resulting necessary referrals.

04. ASSISTING CLIENTS TO ACCESS SERVICES (claimable)

Assisting an individual to access specific preventive services as well as services identified in the plan of care. Performing activities that lead to and support a plan of care.

Activities include the following:

- * Gathering information used to determine the nature and extent of the individual's health related condition;
- * Coordinating screenings, assessments, examinations and evaluations and any follow-up which may be required as a result of information gathering;
- * Scheduling or coordinating the delivery of services and resources which may be needed to implement the plan of care which may include arranging transportation or translation services;
- * Assisting individuals to access and use these services, including actions that help to remove barriers to services;
- * Scheduling and coordinating the meetings of an interdisciplinary team to develop or review a case plan;
- * Providing follow-up contact to ensure that the individual received the service identified in the case plan;
- * Gathering information for and assisting in performing any reassessments needed to evaluate the client's need for continued services;

State Plan TN# 99-36 Effective Date OCT 01 1999
Supersedes TN# _____ Approval Date MAR 23 2000